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AGREEMENT

between

The Rahway Board of Education

of the City of Rahway In The County of Union

and

The Rahway Education Association

**THIS BOOK DOES
NOT CIRCULATE**

covering the period

JULY 1, 1970 To June 30, 1972

in Accordance With R.S. 34:13A-1 (L. 1968, Ch. 303)

REA-NJEA-NEA

REA-NJEA-NEA

**RAHWAY
EDUCATION ASSOCIATION
1012 Madison Avenue
Rahway, New Jersey 07065
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John C. Keefe High School
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Helen Steuer High School
Treasurer
Vivian Sharkey . . . Junior High School
Corresponding Secretary

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**JULY 1, 1970
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Adopted by the Rahway Board of Education

AUGUST 17, 1970

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PREAMBLE

This Agreement entered into this 17th day of August, 1970 by and between the Board of Education of the City of Rahway, hereinafter referred to as "Board"; and the Rahway Education Association, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, in accordance with R.S. 34:13A-1 (L. 1968, Ch. 303), the parties hereto have negotiated certain agreements hereinafter set forth and the Board has determined certain other items hereinafter included for information, and the Parties hereto have negotiated written policies setting forth grievance procedures for the purposes set forth in said Act.

THEREFORE, it is agreed as follows:

Article I

RECOGNITION

The Board acknowledges with the Association that it has recognized said Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of the following groups of employees and incorporates herein exactly the language and motions utilized to recognize said representation in each case as follows:

A. At its meeting of November 20, 1968 the following motion was adopted:

"To recognize the Rahway Education Association as the representative organization selected by the majority of employees in the unit comprised of and including all Classroom Teachers, Special Education Teachers, Guidance Counselors, Librarians, Nurses and Social Workers, and specifically excluding Superintendent, Assistant Superintendent, Principals, Vice Principals, Subject Supervisors, Psychiatrist, Psychologist, Doctor, Dentist, Directors, any staff member having administrative or supervisory responsibilities and any other position not expressly included, to be

exclusive representatives for collective negotiation concerning the terms of employment of the employees

in such unit including the representing of interests of such employees without discrimination and without regard to employee organization membership in accordance with Chapter 303, Laws of 1968."

B. At its meeting of December 18, 1968 the following motion was adopted:

"To recognize the Rahway Education Association as the representative organization selected by the school secretaries to be exclusive representatives for collective negotiation concerning the terms of employment of such employees."

C. At its meeting of March 19, 1969 the following motion was adopted:

"To recognize the Rahway Education Association as the designated representative for the custodians in accordance with Chapter 303 for the purposes of collective negotiation concerning their terms and conditions of employment".

D. The Board further agrees to add the term "Coaches" to "A" above.

Article II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation regarding a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than December 15, 1970 regarding salaries, and December 15, 1971 concerning all other terms and conditions of employment including salaries for following year. Any Agreement so negotiated shall be reduced to writing during the process of negotiations, and be subject to ratification by the Board and the Association in its final form.

B. The Board agrees that the procedure set forth in this ARTICLE shall be applicable to the determination and implementation of the grants received by the Board pursuant to any new federal and/or state laws, that will give the Board additional funds not earmarked for any specific program.

C. In accordance with Paragraph B above the Board agrees to reopen negotiations and permit amendments to any section of this Agreement whenever state and/or federal funds not earmarked for any specific program in addition to and/or in excess of those amounts previously anticipated for the fiscal years covered by this Agreement have been appropriated. The Board shall so inform the Association within five (5) days of its notification of the amounts to be received in such subsequent state and/or federal appropriation.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. For the purpose of this agreement, the word "teacher" shall be defined as set forth in ARTICLE XXVIII.

Article III

GRIEVANCE PROCEDURE

I. Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

(a) The failure or refusal of the Board to renew a contract of a non-tenure employee, except that appeal for renewal of contract ends with private hearing before the Superintendent of Schools:

(b) In matters where the Board is without authority to act.

The term "employee" shall mean any regularly employed individual under contract receiving compensation from the Board but shall not include the Superintendent. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them, except that should a majority representative be selected, then in accordance with Section 303, said majority representative shall act as representative for all employees included in that unit. The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

II. Procedures

A. For an individual's grievance procedure:

1. a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b) In the event a grievance is filed at such time that it cannot be processed completely under maximum time allowances by the end of the school year, the employee may withhold it until the beginning of the following school year.

2. a) The aggrieved employee will present his grievance in writing to his immediate superior (Principal or supervisor), who will render his written decision no later than the fifth working day after receipt of the grievance.

b) In the event that the aggrieved employee shall wish to appeal from the decision of his supervisor as set forth in paragraph 2. a., he shall thereafter within

2 working days request that supervisor in writing to forward the grievance and decision under paragraph 2.a. to the person who is at the next level of authority in the school and that Principal shall render a written decision on the appeal within two working days after receipt thereof. The forwarding shall be done within two days.

3. In the event that the aggrieved employee shall wish to appeal from the decision rendered pursuant to paragraph 2.a. or b., he shall within two working days request in writing the person rendering the decision to forward the grievance and the one or two decisions thereon to the Superintendent of Schools with a notice of accomplishment of the forwarding to be provided to the aggrieved employee. The forwarding shall be done within two days.

Within ten working days from the receipt of the request for appeal, the Superintendent of Schools will call a hearing at which the aggrieved employee and those persons rendering decisions under paragraphs 2.a. and 2.b. shall be present. The aggrieved employee may appear on his own behalf and may designate in writing not more than two other persons to appear with him or on his behalf.

The Superintendent of Schools shall at said hearing seek to secure all evidence pertinent to the questions and will render his decision with reason(s) in writing no later than ten working days from the date of the hearing to all parties in interest. Formal rules of evidence shall not be followed at his hearing.

4. In the event that the aggrieved employee shall wish to appeal from the decision of the Superintendent of Schools, he shall within five working days file with the Secretary of the Board of Education a notice of his appeal, whereupon the Secretary of the Board of Education shall secure from the Superintendent of Schools the entire file on the matter, and the Board of Education will review the proceedings and within five weeks of the date of the notice of appeal hold a private hearing to review the matter. If the appellant, in his appeal, to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may

advise appellant they deem it beneficial to conduct a hearing and set a date for hearing and conduct same. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.

The Board of Education shall at said hearing seek to secure all evidence pertinent to the appeal including the presence of the aggrieved and/or not more than two representatives. The Board may require the presence of others, and it shall not be bound by the formal rules of evidence.

The Board of Education shall render its decision of the appeal within one month of the hearing.

5. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, laws of 1968, or if not available, under procedures established by American Arbitration Association with cost to be borne equally by the Board and the Association as to the first three requests, and for all others, by the party requesting advisory arbitration.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand. This provision is discretionary on the part of the appellant and need not be utilized if a direct appeal is desired by appellant to the Commissioner of Education. Even should said provision be utilized, appellant retains all further rights of appeal.

6. The Board of Education of Rahway, New Jersey has no further jurisdiction beyond the steps set forth above. However, in the event that the grievance shall remain unresolved after action by the Board of Education, the aggrieved party will so notify the Board within ten working days. There remain then two more levels of referral:

(a) The commissioner of Education of the

State of New Jersey, or through the State Board of Education pursuant to applicable statutes.

(b) The Civil Courts

Procedures for referral here are established by the Commissioner's Office and by law respectively.

B. For group grievance procedure

1. In the event that a group of employees shall have a common grievance this grievance may be presented to the Superintendent of Schools by a representative of their choosing, in which case the Superintendent of Schools shall investigate the grievance and call a hearing within ten working days, at which time representatives of the aggrieved employees shall be present together with any other persons whom the Superintendent of Schools may require in order to secure all evidence pertinent to the appeal. Thereafter, the procedure for the appeal from the Superintendent's decision shall follow in accordance with paragraph 3 hereof.

NOTE: As to Both A and B above, inaction at any stage for the period specified for action shall be construed as a negative finding.

NOTE: An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal. The status quo shall be maintained pending resolution of said grievance.

Article IV

TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and assist the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board under-

takes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

E. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Rahway School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to

which he is responsible. No grade shall be changed without approval of the teacher.

F. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

G. Any teaching staff member shall have the right to comment in writing as to any non-confidential material placed in his file, and such comment shall be attached to the original material. Should said teaching staff member desire a copy of said non-confidential material, he shall have the right to do so by either copying said material by hand or by having copies made of said material at the Board office, the cost of said copies to be borne by said teaching staff member. Said requests for inspection shall be limited to two in any one academic year, and upon reasonable notice by said teaching staff member to the office of the Superintendent he shall have said files available for inspection at times agreed upon between those involved. The determination of "confidential nature" shall be made solely by the Superintendent of Schools.

Article V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all of the district's public records, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, school conferences, or school meetings, he shall suffer no loss in pay. However, the number of representatives allowed to participate in connection with contract negotiations and grievances shall not exceed four.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. No approval shall be required. However, in the event of any conflict with other use of the school building, the principal and the Association shall reach a mutually agreeable solution.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

G. The Association shall be provided without cost to it, with adequate office space in a building at a location and of a description to be mutually agreed

upon. The Association shall be allowed to install a telephone in such office at its own expense.

H. The Superintendent shall grant upon request of the Association leave with pay to the President of the Association during his term of office as mutually determined.

Article VI

SCHOOL CALENDAR

The Board shall meet with representatives of the Association Executive Council and shall seriously consider the recommendations of the Executive Council in determining the school calendar for the years 1971-72, and 1972-73.

Article VII

TEACHING HOURS AND WORK LOAD

1. The present practice of sole administrative decision of the Superintendent of Schools regarding this subject shall be maintained during the terms of this agreement.

2. This item shall be one referred to the Teacher Board Committee for further study and recommendation.

3. No teacher shall be required to report for duty earlier than 15 minutes before the opening of the pupils school day, and shall be permitted to leave 15 minutes after the close of the pupil's school day. All teachers shall reserve Mondays and Tuesdays for faculty meetings as are required.

4. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. It shall be the duty of the teacher to inform the principal's office of such absence.

Article VIII

TEACHER WORK YEAR

A. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

B. The school calendar for 1970-71 shall be as set forth in Schedule B and for 1971-72 when determined shall be as set forth in Schedule B-1 and attached hereto. Changes in the school calendar shall be made only after agreement between the Association and the Board, except in cases of student disturbances, national emergencies or declarations and plant failures.

Article IX

SPECIALISTS

These areas are those to be studied by the Teacher Board Committee as to such problems on studies as are presented to said committee for future study and recommendation.

Article X

NON TEACHING DUTIES

A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

B. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of Twelve (12) cents per mile for the use of his own automobile.

Article XI

TEACHER EMPLOYMENT

A. The Board agrees to hire only certified teachers holding certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

B. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1970-71 school year in accordance with paragraph 2 below.

2. Credit up to the maximum step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work upon presentation of evidence of teaching experience shall be given upon initial employment. As of the beginning of the 1970-71 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

C. Previously accumulated unused sick leave days shall be restored to all returning teachers.

D. Any teacher with ninety (90) days or more of service hired to complete the school year will be given a full year's credit on the salary guide. Any teacher with less than ninety (90) days will not be given credit for any part of a year.

Article XII

TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for

the forthcoming year not later than the last day of school in June.

2. The superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than July 1.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed prior to or after September 1, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and at his option a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates.

C. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for such inter-school travel at the rate of twelve (12¢) cents per mile.

Article XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. No later than April 15 of each school year, the superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent not later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

3. As soon as practicable, and no later than the last day of school in June, the superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be considered under the conditions described above.

Article XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. No vacancy shall be filled by means of involun-

tary transfer or reassignment if in the viewpoint of the Board there is a qualified volunteer available to fill said position.

B. Notice of an involuntary transfer or reassignment shall be given to teachers no later than April 1 or as soon thereafter as practicable.

C. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Rahway School District, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

D. Except in an emergency, involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor and (or any) other member of the Administrative staff. Prior to this meeting, however, the teacher in question shall receive at least 2 days advance written notice of the meeting including the reason for which the meeting is called. The teacher at his option may have up to three (3) Association representatives at such meeting.

Article XV

PROMOTIONS

A. Promotional positions are defined as follows:

Promotions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as Superintendent, Assistant Superintendent; Principals; Vice Principals; Directors and Supervisors. All vacancies in promotional positions shall be adequately publicized by the superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable,

ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge promptly in writing the receipt of all such applications.

2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The superintendent shall notify such teachers of any vacancy in a position and the schedule of interviews for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted and in no event less than ten (10) days before such date. In addition, the superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

C. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board and when all other factors are substantially equal, length of time in the Rahway School District shall be the deciding factor. If the appointment is to be made, it

shall be made not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the interested teachers. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

Article XVI

TEACHER EVALUATION

A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use therein of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited. The Association shall have the right to inspect any audio or public address system by an electronic specialist hired by the Association.

2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office for filing, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

Article XVII

TEACHER FACILITIES

A. By the beginning of the 1970-71 school year, each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;

3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

4. A private pay telephone in each faculty lounge for the exclusive use of teachers at no cost to the Board.

5. A serviceable desk with lock and chair, for the exclusive use of each teacher.

6. A communication system in the High School and Junior High School buildings so that teachers can communicate with the main building office from their classrooms;

7. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms, if feasible;

8. A separate, private dining area for the exclusive use of the teachers;

9. Free and adequate off-street paved parking facilities, properly maintained and identified exclusively for teacher use if the budget allows;

10. Suitable closet space for each teacher to store coats, overshoes, and personal articles in a teacher's room;

11. Copies of all teacher's editions of all texts, exclusively for each teacher's use, used in each of the courses he is to teach;

12. Adequate chalkboard and bulletin board space in every classroom;

13. A complete and unabridged dictionary in every

classroom, grades 1 through 12;

14. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

B. By the beginning of the 1970-71 school year, the Board shall provide gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial arts teachers.

C. Between September 1 and June 30 teachers may call a telephone answering service between 6:00 P.M. and 6:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

D. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas at no cost to the Board. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Awarding of scholarships shall be administered jointly by the Association and the Superintendent. The Teacher-Administration Liaison Committee in each building established according to the provisions of ARTICLE XXVI of this Agreement shall develop mutually acceptable procedures for servicing said machines and accounting for the funds.

E. In order to permit freedom of access both during and after regular school hours, all teachers shall be given keys to the faculty lounge, teacher work area, and interior hallway gates of their base school, and, upon request, and subject to reasonable regulation, shall be provided with a key or other means of access to an outside door in their area of the building during non-school hours.

Article XVIII

TEACHER-BOARD COMMITTEE

The parties agree to form a committee known as the Teacher-Board Committee with membership to be comprised of three teachers to be selected by the Association, three board members to be selected by the President of the Board, and the Superintendent of Schools. This committee shall meet at regular intervals mutually convenient to the members of the committee for the purposes of making recommendations to the Board and to the Association on matters concerning educational functions and personnel matters and such items which are delegated to said committee in other clauses of this contract. Both parties agree that the primary function of this committee is to aim for improvement of the educational processes in Rahway and that mutual study of the problems will be helpful in reaching such goal.

Article XIX

SICK LEAVE

A. As of September 1, 1970, all teachers employed shall be entitled to ten (10) sick leave days each school year. Teachers employed on a 10 month basis are entitled to 10 sick leave days; teachers employed on a 12 month basis are entitled to 12 sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.

B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year, or as soon thereafter as possible.

C. Should a tenured teaching staff member suffer an extended illness of 15 or more working days in succession and continues ill where he cannot work

and uses up all of his sick leave and remains absent, the Board of Education will match additional sick days as are required to cover the continued absence after utilization of all of the said employee's sick leave in such number as is necessary to cover the entire illness, except that there shall be a maximum number of sick days granted under this program equivalent to the number of sick days which said employee had at the time of the commencement of the illness.

Article XX

TEMPORARY LEAVES OF ABSENCE

A. 1. Temporary absence, without pay deduction, may be authorized by the Superintendent for:

a) Non-certificated personnel: Make up time and work out of authorized vacation time.

b) Certificated personnel:

1. Coverage will be attempted for teacher absence up to 1½ to 2 hours to permit a teacher to attend a special occasion that involves the teacher's child or spouse.

2. A substitute will be hired for the day that teachers receive a degree, if the award is made during a school day.

2. Temporary absence, with pay deduction, may be authorized by the Superintendent of Schools.

Temporary absence, without pay deduction, may be authorized by the Superintendent of Schools within the framework of Board policy or guidelines such as: workshops, conferences, conventions, etc.

Note: Board Policy Statement of 5/17/57 directs that No authorization for avoidable absence will be granted immediately before or after a holiday or

vacation period and each avoidable absence must have prior written authorization.

3. Death Policy: Full pay deductions except for death in family as follows:

- Up to 5 days: Father, Mother, Brother Sister, Husband, Wife, Child
- 3 days: Any of the above as in-laws residing in the home of the employee
- 1 day: Any of the above as in-laws not residing in the home of the employee
- 1 day: Any other relative by blood or by marriage, residing in the home of the employee.

4. Other Absences (Requiring Committee Recommendation:

Upon written request and justification, authorization for absence without pay deduction for personal business may be obtained. Each School faculty elects a representative each year to serve with the Principal and the Superintendent of Schools as a committee to recommend if such absence should be without pay deduction. Such personal leave may be recommended because of such items as:

- Illness in the family
- Legal transaction requiring presence
- Jury Duty
- Personal emergency
- Court summons
- Military duty if application for change of duty tour is denied (pay to be determined in accordance with law)
- Other reasons which may cause an unavoidable absence from work (other causes and criteria are to be added)

5. Each teacher who has a bank of 50 sick days or more at the beginning of a school year shall be authorized to take a day's absence for personal business without giving any reason so long as proper and adequate notice is given to the Principal of the school of said teacher in advance and subject to the

needs of the school. See Note on prior page following A-2 which is also made applicable hereto.

6. Up to a total of fourteen (14) days at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held, upon the approval of the superintendent.

7. One (1) day for the purpose of attending the marriage of a member of the immediate family.

8. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

Article XXI

EXTENDED

LEAVES OF ABSENCE

A. The Board agrees that up to one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in the educational activities of the Association or its affiliates.

B. A leave of absence without pay of up to two (2) years shall be granted to any teacher to participate 1. in an educational activity in the Peace Corps, VISTA, National Teacher Corps, or 2, to serve as an exchange teacher or overseas teacher, and if a full-time participant in such programs, or 3. to accept a Fulbright Scholarship.

1. Credit shall be given on the salary guide

2. Credit shall be given on the salary guide if in the board's opinion professional improvement might be expected.

3. No credit given

C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones. Such term shall not exceed 4 years in length.

D. 1. A teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher shall be placed on maternity leave without pay commencing four (4) months prior to the anticipated date of birth and terminating September 1 after the first birthday of the child. In the event of stillbirth or death of the child, the teacher, if she so elects may return to her employment when physically able to perform her duties if a teaching position exists for which she is certified. Upon the recommendation of the superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.

2. Any female teacher adopting an infant child not more than two years of age shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.

E. Other leaves of absence without pay may be granted to tenure teachers by the Board for good reason.

F. All extensions or renewals of leaves shall be applied for and granted in writing.

Article XXII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

Title 18A:6-1 is quoted below:

"No person employed or engaged in a school or

educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment use and apply such amounts of force as is reasonable and necessary:

- (1) to quell a disturbance, threatening physical injury to others;
- (2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- (3) for the purpose of self-defense; and
- (4) for the protection of persons or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution, by law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void."

Title 18A:16-6 is quoted below:

"Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses."

Article XXIII

INSURANCE PROTECTION

A. As of the beginning of the 1970 school year, the Board shall pay the full premium for each teacher and in cases where appropriate for family plan coverage. Coverage to include Blue Cross, Blue Shield, Rider J, and a Major Medical Program under "New Jersey Public and School Employees Health Benefits Plan."

1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to approval of insurance company.

B. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

Article XXIV

DEDUCTIONS FROM SALARIES

Each party recognizes the existence of the following statute and the language is quoted hereby to direct attention to same.

"NJSA 52:14-15.9e - Whenever any person holding employment, whose compensation is paid by this State or by any county, municipality, board of education or authority in this State, or by any board, body, agency or commission thereof shall indicate in writing to the proper disbursing officer his desire to have any deductions made from his compensation for the purpose of paying the employee's dues to a bona fide employee organization

in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request. Any such written authorization may be withdrawn by such person holding employment at any time by the filing of notice of such withdrawal with the above-mentioned disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 next succeeding the date on which notice of withdrawal is filed."

Article XXV

MISCELLANEOUS PROVISIONS

In order that the Association's position, as the duly recognized collective negotiation agent for the employees in the appropriate bargaining unit will be clear, it is agreed that representatives designated or selected by public employees for the purposes of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by a majority of the employees voting in an election conducted by the Board as authorized by this act, shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. Anything herein shall not be construed to prevent any official from meeting with an employee organization for the purpose of hearing the facts and requests of its members in such unit so long as:

- a. The majority representative is informed of the meeting;
- b. Any changes or modifications in terms and conditions of employment are made only through negotiations with the majority representative; and
- c. A minority organization shall not present or process grievances.

The parties hereto agree that the definition of "Board", as used in this section shall mean the Public

Employment Relations Commission, except that if two competing organizations agree, the Board of Education may conduct the election.

Article XXVI TEACHER ADMINISTRATION LIAISON AND INSTRUCTIONAL COUNCIL

The parties agree to continue the current practices of teacher administrator liaison in each school building where it is practicable and both parties agree to continue to strive to improve communications. It is further agreed between the parties that a committee shall be appointed by the Association known as the Instructional Council, and shall meet monthly with the Superintendent to work toward the goal of improving education in Rahway and developing behavioral patterns and guide lines.

Article XXVII PROFESSIONAL DEVELOPMENT

A. All teachers under tenure may be granted a \$400.00 increase in salary over the guide in each year if satisfactorily enrolled in an advanced degree program or a specialist in education program after standard teacher certification.

Article XXVIII CLERKS, SECRETARIES & CUSTODIANS

It is agreed that all clauses in this contract referring to teachers or teaching staff members shall also relate to clerks, secretaries and custodians and all other members of the bargaining unit except for sections entitled

Teacher Rights, Teaching Hours and Workload, Teacher Work Year, Specialists, Teacher Employment, Teacher Evaluation, Sick Leave, Professional Development, Teacher Assignment, Voluntary Transfers and Reassignments, Teacher Facilities which shall only relate to teaching staff members.

Article XXIX

SALARIES

Accepted: 6/9/70
Adopted:

22nd Revision
6/15/70

TEACHER'S SALARY GUIDE 1970-71

1. With the approval of the Board of Education, increments as indicated on this salary guide will be granted to individuals upon recommendation of the Superintendent of Schools.
2. "Bachelor's +30 credits" column or in the "Master's +30 credits" column, the 30 credits need not be earned after completion of requirements for the degree if those credits are those which relate to education methods, practices, advanced degree or subject matter field of the teacher.
3. Teachers may individually elect to have ten (10) per cent or more of their monthly salary deducted from their pay. These funds shall be paid semi-monthly to the Union County Teachers Credit Union. The Board and the Association agree to abide by the rules and regulations set forth by the U.C.T.C.U.
4. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
5. Teachers employed on a ten (10) month basis shall receive their final checks and the pay schedule for the following year on the last working day in June.

Schedule A TRAINING

Experience	W/O Degree or Standard Certification	Bachelor's Degree	Bachelor's + 30 credits	Master's Degree	Master's + 30 credits
0	6,950	7,750	7,900	8,250	8,450
1	7,200	8,000	8,175	8,550	8,800
2	7,450	8,250	8,450	8,850	9,150
3	7,700	8,500	8,725	9,150	9,500
4	7,950	8,750	9,000	9,450	9,850
5	8,200	9,000	9,275	9,750	10,200
6	8,450	9,250	9,550	10,050	10,550
7	8,750	9,550	9,875	10,350	10,950
8	9,050	9,950	10,300	10,750	11,450
9	9,350	10,250	10,625	11,050	11,850
10	9,950	10,850	11,250	11,650	12,550
11	10,300	11,200	11,625	12,050	13,000
12	10,600	11,400	11,850	12,300	13,300
13	10,900	11,700	12,175	12,650	13,700
14	12,200	13,000	13,500	14,000	15,100

*17 13,000

*For 1970-71 teachers in this category, the 1970-71 salary will be \$12,600. The full Bachelor's Degree maximum will apply in the 1971-1972 salary year.

Schedule B

POSITION	1st YR	2nd YR	4th YR
FOOTBALL			
Head	900.00	1,050.00	1,200.00
Ass't	500.00	600.00	700.00
Ass't	500.00	600.00	700.00
Ass't	500.00	600.00	700.00
Ass't	500.00	600.00	700.00
Head Frosh	500.00	600.00	700.00
Ass't Frosh	400.00	500.00	600.00
Trainer	500.00	600.00	700.00
CROSS COUNTRY			
Head	400.00	500.00	550.00
BASKETBALL			
Head	750.00	900.00	1,000.00
J.V.	350.00	400.00	600.00
Frosh	350.00	400.00	600.00
WRESTLING			
Head	700.00	800.00	900.00
J.V.	300.00	400.00	600.00
Frosh	300.00	400.00	600.00
SWIMMING			
Head	300.00	400.00	500.00
BOWLING			
Head	200.00	300.00	400.00
BASEBALL			
Head	700.00	800.00	900.00
Ass't	300.00	400.00	600.00
J.V.	300.00	400.00	600.00
Frosh	300.00	400.00	600.00

TRACK (Spring)			
Head	600.00	700.00	900.00
Ass't	300.00	400.00	600.00
Frosh	300.00	400.00	600.00
TRACK (Winter)			
Head	400.00	500.00	700.00
TENNIS			
Head	200.00	300.00	400.00
GOLF			
Head	200.00	300.00	400.00
VARSITY			
Cheerleaders/Twirlers	150.00	250.00	300.00
FROSH			
Cheerleaders	100.00	125.00	150.00

Schedule C

NURSE'S SALARY GUIDE

(For nurses who do not teach)

1. With the approval of the Board of Education, increases as indicated on this salary guide will be granted to individuals upon the recommendation of the Superintendent of Schools.
2. A nurse must be employed three years in Rahway to be eligible for the tenure benefit of \$100.
3. Nurses who teach are on appropriate teachers' guide.

Experience	Without Degree	Bachelor's Degree
0	\$6,325	\$6,525
1	6,525	6,725
2	6,725	6,925
3	7,025	7,225
4	7,275	7,475
5	7,525	7,725
6	7,775	7,975
7	8,025	8,225
8	8,275	8,475
9	8,525	8,725
10	8,775	8,975
11	8,975	9,175
12	9,475	9,675

Schedule D

SALARY GUIDE FOR MAINTENANCE & CUSTODIAL PERSONNEL

SALARY GUIDE - Based upon: A. Boiler operation course or certification
B. Individual recommendation for increments

- A-1 Senior High Custodian-in-charge
- A-2 Junior High Custodian-in-charge
- A-3 Franklin and Roosevelt Custodian-in-charge
- A-4 Grover Cleveland and Madison Custodian-in-charge
- A-5 Assistants in all Schools
- A-6 Matron
- A-7 Custodial Supervisor and Maintenance Supervisor
- A-8 Maintenance - General
- A-9 Painter

		Maxium W/O Boiler Certificate	Maxium With Boiler Certificate
A-1	Starting salary \$7,050 Increments of \$200 per yr. for 6 yrs.		\$8,250
A-2	Starting salary \$6,850 Increments of \$200 per yr. for 6 yrs.		8,050
A-3	Starting salary \$6,350 Increments of \$200 per yr. for 5 yrs.		7,350
A-4	Starting salary \$6,150 Increments of \$200 per yr. for 5 yrs.		7,150
A-5	Starting salary \$5,650 Increments of \$200 per yr. for 5 yrs.	\$5,850	6,650
A-6	Starting salary \$4,200 Increments of \$100 per yr. for 5 yrs.		4,700

A-7	Starting salary \$8,050 Increments of \$200 per yr. for 6 yrs.	9,250
A-8	Starting salary \$7,350 Increments of \$200 per yr. for 6 yrs.	8,550
A-9	Starting salary \$8,050 Increments of \$200 per yr. for 6 yrs.	9,250

VACATIONS: A - 1 week during first year after 6 working months

B - 2 weeks during second through fourth year after 1½ working years.

C - 3 weeks during fifth through ninth year after 4½ working years.

D - 4 weeks during tenth year and thereafter after 9½ working years.

1. With the approval of the Board of Education, increases as indicated on this salary guide will be granted to individuals upon the recommendation of the Superintendent of Schools.

2. Twelve sick days per year per employee.

3. Blue Cross/Blue Shield, Rider J and Major-Medical coverage for each employee and dependents provided by the Board of Education.

4. Matching number of sick days policy provided by the Board in cases of extended serious illness.

5. One personal day granted for those employees having a bank of fifty or more sick days.

6. \$450.00 increase in each step on the salary guide plus a normal step increment for all custodians with boiler certificate.

Schedule E CLERICAL & SECRETARIAL GUIDE

1. With the approval of the Board of Education, increases as indicated on this salary guide will be granted to individuals upon the recommendation of the Superintendent of Schools.
2. After fifteen years of experience, maximum indicated will be increased by \$250.
3. Blue Cross/Blue Shield, Rider J and Major-Medical coverage for each employee and dependents provided by the Board of Education.
4. Matching number of sick days policy provided by the Board in cases of extended serious illness.
5. One personal day granted for those employees having a bank of fifty or more sick days.
6. Twelve sick days per year per 12 month employees and ten sick days per year for 10 month employees.

Superintendent's Secretary (8:00 - 4:00)

Starting salary \$5,430 \$7,480 Maximum
Increments of \$200 per year
for 9 yrs. (\$250-10th yr.)
1 month vacation

Payroll Machine Operator-Clerk Typist (8:00 - 4:00)

Starting salary \$5,000 \$6,900 Maximum
Increments of \$200 per year
for 8 yrs. (\$300-9th yr.)
1 month vacation

Chief Clerk-High School Office (8:00 - 4:00)

Starting salary \$6,890 Maximum
Increments of \$200 per year
for 10 yrs.
1 month vacation

Chief Clerk-Junior High School (8:00 - 4:00)

Starting salary \$4,460 \$6,460 Maximum
Increments of \$200 per year
for 10 yrs.
1 month vacation

Clerk-Typist (12 months) (8:00 - 4:00)

Starting salary \$4,405 \$6,255 Maximum
Increments of \$200 per year
for 8 yrs. (\$250-9th yr.)
1 month vacation

**Clerk-Typist (School Calendar-Elementary)
(8:15 - 3:45)**

Starting salary \$3,495 \$5,295 Maximum
Increments of \$200 per year
for 9 yrs.

**Telephone Operator-Clerk Typist
(School Calendar) (7:30 - 4:00)**

Starting salary \$3,600 \$5,600 Maximum
Increments of \$200 per year
for 10 yrs.

Article XXX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1972, subject to the Association's right to negotiate over a successor agreement as provided in Article II, except that all salary guides shall be subject to negotiations for the School Year 1971-72 as provided in Article II. It is further understood that Sections B & C of Article II are also exceptions to this Article.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals placed thereon this day of June, 1970.

RAHWAY EDUCATION ASSOCIATION

BY: _____ (s) _____
President

ATTEST:

(s) _____
Secretary

THE BOARD OF EDUCATION OF THE CITY
OF RAHWAY IN THE COUNTY OF UNION

BY: _____ (s) _____
President

ATTEST:

(s) _____
Secretary

